

17. Approve Amendment #1 to IFB-3049-02/GMG – Term Contract for Roadway Markings, with Fausnight, Stripe & Line, Inc., Longwood.

IFB-3049-02/GMG provides for the supply and installation of new pavement striping, maintenance of existing striping and emergency striping throughout the County.

The original contract was approved by the Board of County Commissioners on May 28, 2002 with a not-to-exceed amount of \$498,148.50 for the initial three (3) years term. The contract may be renewed for an additional three (3) years, each not to exceed one (1) year with an estimated not-to-exceed amount of \$800,000.00 per year. Amendment #1 will provide for an increase to the estimated annual amount due to the fact that other County Departments and Divisions are utilizing this contract. Authorization for services by the Contractor will be on an as needed basis and authorized by the County in the form of Purchase Orders. The following is a summary of the cost of the project:

Original Contract Sum	\$ 498,148.50
Add Amendment #1	<u>1,100,000.00</u>
Revised Contract Not-to-Exceed Sum	\$1,598,148.50 (thru 6/17/05)

Public Works/Traffic Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve, authorize the Chairman to execute the Amendment as prepared and approved by the County Attorney's Office and authorize the Purchasing and Contracts Division to issue Purchase Orders on an as needed basis for services required.

**FIRST AMENDMENT TO AGREEMENT FOR ROADWAY MARKINGS AND STRIPING SERVICES
(IFB-3049-02/GMG)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 18th day of June, 2002 between **FAUSNIGHT STRIPE & LINE, INC.** whose address is 910 Charles Street, Longwood, Florida 32750, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on June 18, 2002 for roadway markings and striping services; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee Basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the CONTRACTOR pursuant to this Agreement shall not exceed ONE MILLION FIVE HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED FORTY-EIGHT AND

50/100 DOLLARS (\$1,598,148.50) through June 17, 2005 and shall not exceed EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00) per year for each additional one (1) year term.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

FAUSNIGHT STRIPE & LINE, INC.

BARBARA BONACCI, Secretary

By: _____
PHILLIP FAUSNIGHT, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
9/8/03 9/9/03
lam-afb-3049